2002

NATIONAL WILDLAND FIRE ENGINE CONTRACT







John M. Venaglia, Contracting Officer

National Interagency Fire Center USDA Forest Service 3833 South Development Ave Boise, Idaho 83705-5354

Last updated on 08/22/02 <u>www.nifc.gov/contracting</u> Summary of changes: Inclusion of pg. 3, Section B – Continuation of SF-1449

		NTRACT/ORDER F COMPLETE BLOC			EMS	1. REQUISITI	ON NUMBER	PAGE 1 OF	1
2. CONTRACT NO.	TEROK 10	3. AWARD/EFFECTIVE DA		RDER NUMBEI	R	5. SOLICITAT	TION NUMBER	6. SOLICITA	TION ISSUE DATE
							49-02-05		16/2002
7. FOR SOLICITA INFORMATION		a. NAME JOHN	M. VENA	GLIA			NE NO. (No collect calls) 387-5695		DUE DATE/LOCAL TIME 2002 C.O.B.
9. ISSUED BY	l	CODE		10. THIS ACC	QUISITION IS RICTED	l l	LIVERY FOR FOB NATION UNLESS	12. DISCOL	JNT TERMS
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Secondary Tel	onhono No			Attn	: Sheila	Valent	ine		
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE			42	b. RECEIVED A	T (Location)				
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SECTION B - CONTINUATION OF SF-1449

Block 17b: REMITTANCE ADDRESS: (type your remittance address if different from

Contractor/Offeror addres	s in block 17a.)	
Company Name:		
Address:		-
		-
		-
Tax ID NO:	(Nine digit no)	
DUNN'S NO:		

Blocks 19-24: SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: We reserve the right to award any, none or all of the requirements posted on the schedule according to how best we can fill the government's need. No one sub line item will be awarded to more than one Offeror. Amendment No. 2 change to "To: "The Government will consider individual offers of less than the required number of engines per any line, or sub line item. The Government is however restricted to the actual number of awards it can make due to funding considerations and Reserves the right to award on any combination of firms per line item it our best interest"

During the life of this contract (base year, plus any option year), the Government shall place orders totaling a minimum of _\$10,000____, but not in excess of _\$5,000,000__. (Also see D.10 for ordering protocol, supplied as consideration having significant business value.)

SUBMIT THIS PAGE AND THE FOLLOWING SCHEDULE WITH OFFER:

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SECTION C -CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (2/2002)

ADDENDUM TO CONTRACT TERMS AND CONDITIONS — COMMERCIAL Α. ITEMS (FAR 52.212-4)

The following paragraph(s) of 52.212-4 are amended as indicated below:

Paragraph(s), Order of Precedence: In matters of technical compliance, the Contract Specification shall take precedence over all other factors or sections of this order. NWCG Fireline Handbook is incorporated by reference.

Contract Terms and Conditions Required to Implement Statutes or **Executive Orders- Commercial Items. (FAR52.212-5) (Dec 2001)**

As prescribed in 12.301(b)(4), insert the following clause:

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]
X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with
Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in
its offer).
(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small
Business Reauthorization and Amendments Act of 1994).
(ii) Alternate I to 52.219-5.
(iii) Alternate II to 52.219-5.
<u>X</u> _ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
_ <u>X</u> _ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged
Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror
elects to waive the adjustment, it shall so indicate in its offer).

- __ (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- _X_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- \overline{X} (12) 52.222-26, Equal Opportunity (E.O. 11246).
- _X_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- _X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- <u>X</u>_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- __ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- __ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- __ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- __ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a 10d).
- __ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- __ (ii) Alternate I of 52.225-3.
- __ (iii) Alternate II of 52.225-3.
- __ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- __ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- __ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- **X**_ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- __ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- __ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- __ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- __ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- __ (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- **X**_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- <u>X</u>_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- <u>X</u>_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

C.3 ADDITIONAL CLAUSES APPLICABLE TO THIS SOLICITATION AND ENSUING CONTRACT.

The following clauses are incorporated:

C.3.1 TYPE OF CONTRACT (FAR 52.216-1) (4/84)

The government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) contract.

C.3.2 ORDERING (FAR 52.216-18) (Oct 1995)

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract Award through each succeeding 12 month period.
- B. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

C.3.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- A. The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _30_ days before the contract expires. If the Government exercises an option to extend the term of the contract, it will do so prior to the expiration date. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- C. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (years).

C.3.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not A Wage Determination.

Employee Class	Monetary Wage	Fringe Benefits		
Engine Boss	GS7 \$14.66	NA		
Fire Fighter type 1	GS \$11.84	NA		
Fire Fighter type 2	GS4 \$10.58	NA		

(Based on "rest of US" locality pay - 2002 - Salary Table)

C.3.5 LOSS, DAMAGE, DESTRUCTION OR REPAIR (AGAR 452.237-70) (FEB 1988)

For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

The Contractor shall make all repairs to equipment furnished under this contract and reimbursement, if any, shall be determined in accordance with the above. Repairs shall be made promptly and equipment returned to use within 24hrs hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

Property and Personal Damage

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, liability insurance in such form and by such company may be acceptable to the Contracting Officer. In no case shall the coverage be less than that required by the State in which the contactor is located or licensed. (Amendment No. 001)
- (d) The Contractor, prior to the commencement of work under this contract and upon each contract extension, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

The Contractor, prior to the commencement of work under this contract and upon each contract extension, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C.3.6 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the

work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

C.4 CONTRACT AND PERFORMANCE PERIODS

A. CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend through December 31, 2002 for the first year. However, at the option of the Government, the contract may be renewed for an additional one-year period, not to exceed two renewal periods provided the Contracting Officer serves notice of renewal at least 30 days prior to contract expiration.

- (1) START WORK. The Contractor will be given a minimum of ten days after award before any availability must be provided.
- (2) MANDATORY AVAILABILITY PERIOD. The mandatory availability period shall begin on the date stipulated in the Schedule of Items unless the Contracting Officer fails to award the contact at least 10 days prior to the established date(s) or adjust the period in accordance with paragraph 4.
- (3) ADJUSTED. The Mandatory Availability Period may be effective up to 30 days before and may be extended up to 30 days after the published dates in the Schedule of Items.
- (4) OPTIONAL USE PERIOD. The Government may order service at any time outside the Mandatory Availability Period or any extensions thereof. Service is subject to acceptance by the Contractor.

SECTION D – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

D.1 LOCATION AND DESCRIPTION & SCOPE OF CONTRACT

The intent of this solicitation and any resultant contract is to establish Indefinite Quantity, Indefinite-delivery Contracts (base plus two option years) for services of Wildland Fire Engines, Type 3-6, (with operators) for use on a nation-wide basis, including Alaska. A Mandatory Availability Period (MAP) is assigned to each line item in the schedule of items during which the engine/resource shall be located within a radius (miles, or hours) of the Host Unit. Engines may be used for the protection and administration of Public Lands, to include but not limited to, preparedness, initial attack, Wildland fire suppression, and mop-up of Wildland fire, Wildland fire rehabilitation, hazardous fuel reduction, prescribed fire application, and other resource project work as needed. The National Contract Engine Contractor is guaranteed preference in use during the Mandatory Availability Period within the Host Unit assigned after Agency and Agency Cooperators and before Emergency Equipment Rental Agreement resources are used.

The Contractor is responsible for all services, supervision, equipment, supplies, transportation, lodging and trained personnel necessary to meet contract requirements in accordance with these contract specifications.

The U.S. Forest Service, the Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, and the National Park Service are hereby authorized to use this contract in accordance with the terms and conditions set forth herein.

Formation of this contract does not preclude the Government from using any Agency or Agency Cooperator owned resources before Contract Engines.

D.2 WORK ENVIRONMENT

The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather and from the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that protective clothing be worn. The engines may be used on narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and will be driven where there is brush growing on the shoulders.

D.3 ENGINE REQUIREMENTS

A. Engine will be staffed as follows:

CONTRACTOR shall furnish wildland fire engine(s), consisting of a minimum crew of:

- 1ea Single Resource Boss Engine (ENGB) All Types
- 2ea Firefighter Types 1 or 2 (FFT1 or FFT2) Types 3 5.
- 1ea Firefighter Types 1 or 2 (FFT1 or FFT2) Type 6.
- B. Vehicles shall meet the following licensing requirements:
 - (1) All vehicles offered and used under this contract must be licensed, and legally operable on all roads.
 - (2) Operators of any motor vehicle having a Gross Vehicle Weight Rating (GVWR) of more than 26,001 pounds must meet all federal and state Commercial Driver's License (C.D.L.) requirements for the state in which operator is licensed.
- C. Vehicles will be equipped as follows
 - (1) All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, and in terrain described in D.2. All vehicle types on this contract shall be able to be legally driven on highways under their own power. Tracked vehicles are not acceptable.
 - (2) All vehicles shall have operational 4-wheel/or multiple axle drive capability.
 - (3) Tires shall have load ratings in accordance with vehicle GVWR. All tires must have sound sidewalls, body, and tread. Minimum of 3/32-inch tread is required. Four (4) wheel-drive vehicles shall have all season or mud and snow tread on all wheels.
 - (4) Full size spare tire with minimum of 3/32-inch tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.
 - (5) In addition to State Motor Vehicle requirements the following are specific safety items required for vehicles:
 - i. Reflectors, 1 set of 3
 - ii. Fire Extinguisher, minimum 4-B: C or better, securely mounted and accessible. Extinguisher must have current annual inspection tags.
 - ii. Wheel Chocks
 - iii. Warning Device. All vehicles shall be equipped with an audible reverse warning device
 - (6) Chainsaw, 1ea. Minimum 24 inch bar.

(7) The manufacturer's Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle shall not be exceeded when the vehicle is fully loaded and equipped. Vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, contractor must provide at the Initial Inspection, a GVWR certificate from manufacturer stating front, rear and total GVWR. Only GVWR from manufacturer will be accepted.

D. Vehicle Age Requirement

Vehicles shall not exceed 16 years from date of original equipment manufacture. For example: a 15 year old vehicle may qualify for award in the base year, but would not qualify for any Option Renewal years. The Contracting Officer reserves the right to waive this requirement when believed to be in the best interest of the Government.

D.4 PROGRAMMABLE RADIO

- A. Contractor shall have two programmable radios, one of which shall be hand held, with programming cables and programming software per engine to facilitate the communications between other incident personnel and the engine personnel. Radios must be capable of communicating within frequency range from 150 MHZ to 174 MHZ on established federal and state frequencies. Modified radios are not acceptable. Only radios listed on the Forest Service approved radio contract are acceptable. Inquiries for approved radios should be directed to: National Interagency Fire Center, Communications Division Steve Jenkins (208) 387-5485 or Ralph Flora (703) 605-4640.
- B. Frequencies will be installed by the Agency at the incident and frequencies will be removed prior to demobilization from the incident.
- C. Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents.
- D. Contractor shall not use the fire fighting frequencies or Forest Service frequencies for other than incident/project use.

D.5 EQUIPMENT REQUIREMENTS

A. BASIC

- (1) Equipment (vehicle, tank, pump, accessories and Engine inventory) shall meet all standards established by specification or incorporated by reference and must be maintained in good repair by the Contractor.
- (2) Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose.
- (3) The Engine shall be equipped with a live reel with a minimum of 200 feet of hard rubber hose, or a live hose basket containing a minimum of 200 feet of cotton/synthetic lined hose and hose shall be configured for immediate deployment from 0 to 200 feet. Hose shall be connected to the water supply. The hose shall not be less than one (1) inch NPSH diameter with combination nozzle. The 200 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998) under "Components."
- (4) Engine shall have automatic foam-proportioning capabilities.

(5). TANK

- (a) The water tank must be equipped with partitions that reduce the shifting of the water load.
- (b) The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

B. PUMP

- (1) The pump may be an auxiliary powered pump or a power take-off pump. If the pump is of the gear type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type Engine as designated in the NWCG Fireline Handbook (Jan 1998).
- (2) The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required suction hose. The Contractor may substitute a portable pump capable of filling the Engine if the mounted pump cannot fill the tank. The portable pump shall meet minimum capabilities for the type Engine as designated in NWCG Fireline Handbook (Jan 1998) (ICS Engine Type).
- (3) All Engines will have pump and roll capabilities.

C. ACCESSORIES

Accessories required if an auxiliary engine operates the pump:

- (1) Sufficient extra spark plugs to replace all spark plugs in any auxiliary pump engines used.
- (2) 1 wrench, adjustable, 10 inch
- (3). 1 wrench, spark plug, unless the adjustable wrench is suitable for use on the spark plug(s)
- (4) 1 pliers, slip joint, 6 inch
- (5) 2 quarts oil, crankcase, if engine is the type that requires crankcase oil
- (6) 1 screwdriver, blade type, 4 inch
- (7) 1 screwdriver, Phillips type, 4 inch
- (9) 2 starter rope, if engine can be started with a rope
- (10) 1 gun, grease, if the pump is the type that requires periodic greasing. The grease gun shall be filled with grease.

These accessories shall be stored on or near the pump in a suitable compartment or box. A list of the contents shall be posted inside the compartment or box and be visible when the storage compartment is open.

D. MINIMUM ENGINE INVENTORY

- (1) HOSE: See Exhibit "G"
- (2) NOZZLES: Combination Fog/Straight Stream 4 each 1"
- (3) SUCTION HOSE WITH SCREENED FOOT VALVE OR STRAINER: 24 ft.
- (4) SHOVELS: 2 ea.(size 0)
- (5) PULASKI'S: 2 ea.
- (6) FIRE HOSE CLAMP: 1 ea.
- (7) SPANNER WRENCHES: Combination, 2 ea. 1" to 1-1/2"
- (8) LIVE REEL/BASKET HOSE: 200', 1" NPSH.
- (9) DOUBLE MALE: 1 ea. 1-1/2" NH
- (10) DOUBLE FEMALE: 1 ea. 1-1/2" NH
- (11) DOUBLE MALE: 1 ea. 1" NPSH
- (12) DOUBLE FEMALE: 1 ea. 1" NPSH
- (13) GATED WYE: 4 ea. 1-1/2" NH
- (14) REDUCERS: 4 ea. 1-1/2" NH Female to 1" NPSH Male.
- (15) ADAPTERS:
 - i. 2 ea. 1/4 turn to 1-1/2" NH (1 Female and 1 Male).

- ii. 2 ea. 1/4 turn to 1" NH (1 Female and 1 Male).
- iii. 2 ea. 1-1/2" NH Female to 1-1/2" NPSH Male
- iv. 2 ea. 1-1/2" NPSH Female to 1-1/2" NH Male
- (16) BACKPACK PUMPS 2 ea.
- (17) DRINKING WATER: 1 Gallon CANTEEN, Filled
- (18) FIRST AID KIT: 1 ea. (5 person)
- (19) HEAD LAMPS: 3 ea. (w/batteries)
- (20) FUEL to operate pump and engine (minimum 5 gallons).
- (21) FIRE SHELTER, one per person (NFPA approved).

An inventory list shall be maintained and kept with the Engine.

D.6 VEHICLE IDENTIFICATIONS

Contractor Engines must have external identification. The identification must be located on front driver side and passenger side doors. As a minimum, the identification must include the Contractor's business name and the engine number assigned by the Contracting Officer.

D.7 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

Contractors shall clean their vehicles to remove noxious weed seeds, when directed by the Incident. Time spent by contractor performing this task is considered on-shift time. The Government will provide cleaning facilities normally. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.8 PERSONNEL REQUIREMENTS

A. DENTIFICATION OF PERSONNEL

Every person performing work under this contract shall carry a picture identification card issued for the effective calendar year of this contract. Information on the card shall include: Name of the person typewritten or printed, photograph of the person, their social security number, list of position(s) the person is qualified for; and the date the person passed the work capacity fitness test score. The Contractor must sign the employees' identification card certifying that the individual has met all the training requirements of this contract.

B. MANAGEMENT ENGLISH SPEAKING REQUIREMENT:

Verbal communications with all crew personnel and overhead is mandatory for safe and effective performance. The Contractor's Single Resource Boss Engine (ENGB) shall be able to fluently communicate in English and possess the knowledge and ability to communicate verbally with all crewmembers.

C. PHYSICAL DEMANDS:

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

All engine personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

D. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING:

Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in this contract. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident. No permanent clothing exchange shall be allowed.

Contractor shall be responsible for ensuring that each engine crewmember arrives with the following PPE and clothing:

- (1) **BOOTS**: Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).
- (2) **HARD HAT**: Plastic, class B, ANSI Z89.1 1986, OSHA approved, with chinstrap. NOTE: Hardhat meeting NFPA Standard 1977, 1998 Edition, is required.
- (3) GLOVES: One pair of heavy-duty leather.
- (4) **EYE PROTECTION**: One pair (meets standards ANSI Z87, latest edition).
- (5) **HEARING PROTECTION**: Use hearing protection whenever sound levels exceed 85 dB.
- (6) **HEAD LAMP**: With batteries and attachment for hardhat.
- (7) **CANTEEN**: One-quart size canteen full of water, one is required, two are recommended.
- (8) FIRE SHELTER. National Fire Protection Association (NFPA) approved.
- (9) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must:
 - (a) Self-extinguish upon removal from a heat source.
 - (b) Act as an effective thermal barrier by minimizing conductive heat transfer.
 - (c) Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - (d) Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (NomexTM) or other similar fabric.

NOTE: Fireline personnel are recommended to wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear will be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

D.9 TRAINING

1. PERSONNEL QUALIFICATIONS

The following qualifications will be used as a minimum requirement. For purposes of this contract, three positions are recognized: Single Resource Boss-Engine (ENGB), Firefighter (FFT2), and Advanced Firefighter/Squad Boss (FFT1). Advanced Firefighter/Squad Boss (FFT1) is included because FFT1 may be offered as a crewmember and is required in the progression of qualifications from FFT2 to ENGB.

2. TRAINING AND EXPERIENCE

- (a) For each individual, Vendor shall supply certification (Exhibit "D") showing the individual has met all the training and experience requirements as shown in Exhibit "A" for the position they are performing when assigned.
- (b) The Government reserves the right to reject any personnel who are not in full compliance with the specifications. Further, if any member of the engine crew does not demonstrate an ability to perform the tasks as listed in the PTB for their position in Exhibit "A", that deficient performance may be cause for immediate release from the incident.
- (c) The Engine Boss (ENGB) shall meet the training and experience requirements for Single Resource Boss Engine listed in Exhibit "A" and the performance tasks in PMS 311-13 (PTB) for ENGB listed in Exhibit "A". Engine crew persons shall meet the training requirements for Firefighter Type 1 or 2 listed in Exhibit "A" and the performance tasks in PMS 311-15 (PTB) for FFT2 listed in Exhibit "A". The Contractor shall maintain a complete set of records that validate the employee has met the above training and experience requirements and shall maintain Position Task Books (PTB) for each employee who is certified after January 1, 1994, in one or more of the positions listed for this agreement.
- (d) In addition to the training requirements for the ENGB, FFT1 and FFT2 positions listed in Exhibit "A", Contractor shall insure that all returning certified employees receive annually, "Standards for Survival" and "Using Your Fire Shelter" (Video: NFES No. 1568, 2001 edition; and booklet: "Your Fire Shelter" 2001 Ed. NFES No. 1570) (AND OR THE MOST CURRENT) refresher courses. The Contractor shall maintain records that validate the employee has received this additional training.
- (e) The Contractor shall ensure that all training received by their employees meets the course content and instructor standards listed in Exhibit "E"
- (f) Upon request the Contractor shall provide complete records that document each employee's training and qualifications for approval prior to adding any individual to the contract. (See Exhibit "B" Task Books and Exhibit "D" Individual Training Verification). Contractor employees who, as of 12/31/93, completed the required
 - Contractor employees who, as of 12/31/93, completed the required training specified in Exhibit "A" for one or more of the positions listed

for this contract, and have documentation to validate such training, and meet the experience required to maintain position currency specified in Exhibit "A", and have documentation to validate such experience for the position(s), can be considered qualified. The Contractor shall maintain a complete set of the records that validate the employee completed all of the Exhibit "A" required training as of 12/31/93, and records that validate they meet the currency requirements listed in Exhibit "A".

NOTICE: Contractor employees who, as of 12/31/96, completed the required training and experience requirements as specified in PMS 310-1 dated October 1993 and who provide documentation to validate such training experience for the position(s), can be considered qualified. The Contractor shall maintain a complete set of the records that validate that the employee completed all of the required training per PMS 310-1 dated October 1993 required as of 12/31/96, and the employee meets the experience requirements listed.

D.10 REPLACEMENT CLAUSE

When the HUDC requests resources from other units, or the GACC, NCR's shall have preference in receiving assignments over all other EERA, and Private resources when a NCR can meet the date and time requirement of the resource order.

D.10 DISPATCHING (Ordering)

A. APPLICABILITY: Emergency Wildland Fire Suppression:

When mobilizing National Contract Resources (NCR) within the Host Unit, NCR's will be ordered after agency and agency cooperator resources are mobilized, but before Emergency Equipment Rental Agreement resources (EERA's). Each Host Unit Dispatch Center (HUDC) must give dispatch preference to assigned NCR resources BEFORE EERA, and all other private resources not on the National Engine Contract except for other Government contracts where a prior firm commitment has been established. This dispatch preference is a contractual requirement. This dispatch preference is a contractual requirement.

Resources acquired from other EERA's to include the Pacific Northwest Interagency Agreements, **are not** considered Agency Cooperator's for the purposes of this contract. Private resources under contract with any State Government are not considered Agency Cooperator's for the purpose of this contract.

Organized Administratively Determined (AD) crews **are** considered Agency resources for the purposes of this contract.

B. **HOST UNIT ASSIGNMENTS**

Each National Contract Resource is assigned to a specific Host Unit Dispatch Center (HUDC). The HUDC is responsible for maintaining the status of each NCR, however each NCR is responsible to report all changes in availability and position to the assigned Host Unit Dispatch Center within the mandatory availability period (MAP). Outside the MAP when and if the NCR becomes unavailable, it is recommended that he/she report to the HUDC change in status.

During the MAP the NCR is required to be physically located within the radius identified in the schedule of items of their assigned HUDC, unless otherwise assigned on order.

EXCEPTION: During periods of initial attack the above protocol can be waived when and if the NCR cannot meet date/time requirements.

The preference in dispatch priority pertains to the Mandatory Availability Period only.

C. CONTRACTOR OBLIGATIONS/RESTRICTIONS

Other Orders – The National Contract Resource (NCR) who is able to obtain project work outside the assigned area shall not be restricted from doing so provided coordination between the NCR and its' Host is made prior to acceptance of such orders. If however, the NCR's Host Unit wishes to maintain positive control of the NCR within the assigned area, it must place it on order.

Within the Mandatory Availability Period NCR's listed on the National Contract may only accept orders under the National Contract, except for project work, unless approved by the Contracting Officer.

D. PREFERENCE TO LOCAL NCR's

NCR's operating on order outside their assigned Host Unit within a different Host Unit who subsequently becomes available for reassignment shall not have ordering preference over a locally assigned NCR of the same equipment type who also is available within the assigned Host Units.

E. NCR ROTATION WITHIN HUDC

When more than one NCR is assigned to a Host Unit, orders shall be rotated between NCR's. Rotations shall be with respect to availability and the type of equipment needed by the government.

F. PROJECT WORK: (SEE EXHIBIT F)

G. REPLACEMENT CLAUSE.

When an incident occurs within the protection responsibilities of the host unit and when the Host Unit's assigned NCR(s) are not available because they are committed to emergency fire suppression activities or project work, the HUDC is permitted to order Private-resources (not on the national contract) <u>until the assigned NCR's become available</u>. When the assigned NCR(s) become available, Private-resources shall be demobilized and replaced by the assigned NCR(s).

The Government is not bound to order replacements when the incident is at or above 80% containment. Replacement shall occur within two operational periods after an NCR becomes available.

When the HUDC requests resources from other units, or the GACC, NCR's shall have preference in receiving assignments over all other EERA, and Private resources when a NCR can meet the date and time requirement of the resource order. (Amendment 01)

It is the intent of this contract that the first priority of use of the NCR is emergency fire suppression. However if the NCR accepts an order for project work, the Host Unit is exempt from the above ordering protocols until project completion. However, the Host may release and reassigned the NCR to fire suppression at the discretion of the Government.

D.11 RELEASE AND REASSIGNMENT

When a National Contractor's resource has been released from an incident, it may remain on site or in the nearest town up to 24 hours in available status for (uncompensated) R&R. After this time, it must return to their assigned Host Unit.

D.12 INFORMATION REQUIRED TO BE FURNISHED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS.

- A. Resource Order Number, Request Number and name of Incident.
- B. Exact location of the designated site where the Contractor shall meet a Government representative for escort or further instructions to the incident.
- C. Name, title, and phone number of person to contact for further information.
- D. Name and title of person to contact at the incident (if possible).

D.13 DISPATCHING PROCEDURES

- A. Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability.
- B. Expected arrival time at the incident will be determined at the time of dispatch. Mobilization/ demobilization time will be determined by the Government at the time of release from the incident.
 - Mobilization/ demobilization time via ground transportation shall be calculated by dividing distance (from point of origination to incident and return, or incident to incident) by average travel speed of 50 mph. If available at the time of dispatch, the government may use an Automated travel program (such as www.mapblast.com, www.mapquest.com, etc.) to calculate and document travel distance from point of origination to the incident.
- C. At the time of dispatch, a resource order number AND request number will be given to the Contractor. The Contractor must provide these numbers at time of check-in at the incident. Without these numbers contractors will not be allowed to work on the incident. Some dispatch offices may use a FAX to provide a hard copy of the order; Contractors should list a FAX number if they have one.
- D. Contractors must use discretion when contacting dispatchers during times of emergencies, to not interrupt their work during critical times.

D.14 CANCELLATION OF ORDERS

Orders may be cancelled. If the order is cancelled, the Contractor will be paid as provided in Section D.31 Payments Clause.

D.15 RESOURCE ORDER STATUSING SYSTEM (ROSS)

When the National Interagency Coordination Center implements ROSS procedures shall be established for reporting in ROSS when the system becomes available. Contractors may be required to do data entry to keep engines statused according to procedures established. ROSS is expected to be on line for the 2003 Fire Season.

D.16 PROPERTY.

Upon completion of assignment at an incident all accountable and durable property (if provided) shall be returned to the Government. The cost of consumable goods (batteries, etc.) will be deducted from pay invoice.

D.17 FOOD

Normally provided at the incident if available, provided at no charge. When not available, Remain Over Night rate is paid.

D.18 INSPECTION

NOTE: See Exhibit "C" for technical contact person and technical information on inspections.

- A. Equipment checking, testing and personnel qualifications will be completed prior to award of a Contract. Contractors who do not pass the INITIAL inspection may be scheduled for re-inspection at the discretion of the Government. Contractors who do not pass a scheduled re-inspection will be considered non-responsive and will not receive award.
 - If the Contractor intends to offer more that one engine all equipment must be scheduled for initial inspection on the same date.
- B. The Government reserves the right to re-inspect /re-test equipment and evaluate personnel qualifications at any time during the contract period.
- C. At the time of inspection, vehicle will be weighed fully loaded and fully equipped. 250 pounds, which includes appropriate gear, will be added for each crew person.
- D. The Agency inspector may consider a vehicle with a current Commercial Vehicle Safety Alliance (CVSA) sticker on the windshield as passing the mechanical portion of the initial engine inspection. This provision does not preclude an agency inspector form performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements /specifications.

D.19 FIRE CHASING

Fire chasing is the unauthorized unilateral movement of a contractor not under the direction of the Host Unit to another incident in the hopes of positioning him/herself for another order. During the Mandatory Availability Period of this contract, this is prohibited. All orders shall be placed under the national contract unless otherwise authorized by the Contracting Officer and engines are to remain within the radius specified in the schedule of items until ordered.

D.20 LAUNDRY SERVICE

Contractor will be responsible for making laundry service arrangements for their personnel and the associated costs for those services.

D.21 CAMPSITE.

A campsite may be provided. You are expected to provide sleeping facilities such as tents or shelters, crew cabs/sleeping bags etc. If the Government cannot provide a campsite, RON allowances may be authorized.

D.22 COORDINATION

Contractor shall designate a representative to deal with all matters pertaining to this contract.

D.23 FIRST AID/ EMERGENCY EVACUATION/ ACCIDENTS

- A. Contractor's insurance shall cover all employee accidents as specified in the Insurance requirements of this agreement. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If a crew person is injured on the fireline, the crew person may be evacuated by the Government at Contractor expense. If a crew person is in camp with an illness or injury and requires transport to medical facility/hospital, the costs will be at the Contractor's expense.
- B. Contractor shall provide the Single Resource Boss-Engine with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany crew member(s) when a medical need arises.

D.24 R&R GUIDELINES

- A. Incident assignments will not exceed 14 days, excluding travel. Contractors are not required to travel home or to the point of origin to take rest. If available, the Government will designate facilities and will provide food and camp facilities. If not available, the Contractor shall provide for food and lodging during periods of ordered rest and recuperation. R&R is compensated (see payment clause in section D.32).
- B. There may be situations where life and property are so imminently threatened, or suppression objectives are close to being met that an exception to the above policy is necessary to smoothly allow for replacements. The health and safety of incident personnel and resources are paramount to successful mission completion. The Contractor must keep the Government personnel abreast of the rest requirements of his/her personnel. The Government shall not prevent the Contractor from giving its' crew members a minimum of one day of rest for every 14 consecutive days work and two days rest for every 21 days work. During this rest period the resource shall remain assigned to the incident and is required by the terms of this contract to return to duty. The

Government will not pay travel if Contractor personnel are allowed to return their point of origination for their day off.

- If in the judgment of the Incident Commander, rest is needed before or after the 14-day time, and the Crew is ordered to take R&R, the Contractor shall comply.
- (2) Projects. N/A.
- (3) These guidelines are not intended to restrict the Contractor from rotating pre-qualified crewpersons to keep the resource working.

D.25 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Fire Crew Performance Rating Form (ICS-224) or other comparable form, which shall be completed at the incident or project. A copy of the evaluation will be placed in the incident documentation, and a copy will be forwarded to the Contracting Officer at:

ATTN: National Ground Engine Contract Contracting Officer USDA Forest Service -- Contracting National Interagency Fire Center Jack Wilson Building 3833 S. Development Avenue Boise, Idaho 83705-5354

D.26 CREW SUBSTITUTIONS, ADDITION OF PERSONNEL

Crewmembers proposed shall be provided. We do not require that the specific crew/vehicle combination be provided as bid, i.e. that the exact persons arrive with the exact vehicles, however, any crewperson provided shall have been bid or proposed with your initial proposal. After award, any additions of new personnel require the Contracting Officer's approval.

D.27 HOST UNIT PRIORITY OF USE

The Host Unit has priority of use over all other potential users, in all cases.

D.28 WORKMANSHIP

All work under this contract shall be performed in a safe manner to a standard commensurate with the highest traditions of professional firefighting. The goal of performance under this contract is to save life, natural resources, public and sometimes private property. Accordingly, the Contracting Officer or appointed (by letter) representative(s) may require, in writing, that the Contractor remove from the work any employee deemed incompetent, careless, or otherwise objectionable. In these cases the Contractor shall replace the individual if required. Such writing shall include rationale for removal.

D.29 SUBSTITUTION/ CONVERSION OF EQUIPMENT

Equipment may be substituted. The Contractor is obligated to supply/or provide the equipment offered in the proposal. If equipment needs to be substituted or replaced after award the Contractor must obtain written authorization from the Contracting Officer. We see major vehicle repairs as a possible circumstance for substitutions. Substitutions shall be with like or better equipment at the same contract price/rate.

D.30 SUBCONTRACTING

By submission of an offer and issuance of a contact the Contractor agrees to the following in performance of the contract:

- A. The contract work will be performed using Contractor owned or leased equipment, unless continuing performance is jeopardized due to circumstances beyond the control and without the fault or negligence of the Contractor.
- B. Approval to subcontract must be requested form the Contracting Officer who must give expresses written consent to do so. Request for approval of subcontracts are to be submitted to the Contracting Officer as soon as the need for a subcontract becomes apparent. Lease agreements that are in fact subcontract agreements will not be approved.

Approval to subcontract does not relieve the Contractor of responsibility for the performance of the contract work and compliance with contract terms and conditions.

D.31 PAYMENTS CLAUSE

This Clause applies to <u>FIRE SUPPRESSION</u> only. (See Exhibit F -- Project Work)

IMPORTANT TERMS:

<u>On Shift</u> Includes: a) time the Contractor is actually working, b) time under the direction and control of the Government, including ordered standby and c) time in travel to and from the incident base to the fireline and return (not applicable to projects).

On Order: Time beginning when the Contractor arrives at the incident, until released.

A. BASIS OF PAYMENT -

The daily rate in the schedule shall be based on one operational period (12 hours). Daily Equipment Rental Rates shall be divisible by 12.

B. RATES OF PAYMENTS

Rates for equipment hired with operator(s) include all operator(s) expenses. Payment will be at rates specified in the schedule of items. The Contractor will be paid as follows

C. DAILY RATE

- (1) On Shift. For each calendar day the resource is on shift the Government shall pay as follows:
 - i. Less than six hours: Half the daily rate.
 - ii. Six (6) to twelve hours: The daily rate.
 - iii. Greater than twelve (12) hours: The daily rate plus one-twelfth (1/12th) the daily rate for each hour the equipment is <u>on shift</u> in excess of 12 hours.

- (2) Guarantee: For each calendar day the resource is on order, but works no part of a shift the Government shall pay one-half the daily rate.
- D. **MOBILIZATION/DEMOBILIZATION** (mob/demob): (Mob/demob time is not time on shift, however for payment purposes mobilization and demobilization time counts towards the total time on shift time for computing the amount of the daily rate to be paid.)
 - a. Within the Mandatory Availability Period. Travel from point of origination to incident and return, or incident to incident will be paid as a mobilization/ demobilization fee and shall be calculated based on the Daily Rate Clause (D.31(C) (1) above. For computation purposes the rate of travel is calculated at 50 miles per hour on all roads. The origination and return location will be agreed upon at the time of placing an order.
 - b. Optional Use Period. Mob/demob fees shall be calculated from the <u>assigned</u> contract location as specified in the schedule of items, or the NCR's actual location, whichever distance is <u>less</u> and shall be calculated based on the Daily Rate Clause (D.31(C) (1) above. For computation purposes the rate of travel is calculated at 50miles per hour on all roads.

E. NONCOMPLIANCE

During any operational period when equipment is in a noncompliant status payments will not accumulate. When the equipment is in a noncompliant status, the Daily Rate will be deduced by $1/12^{th}$ for each hour or portion thereof. Periods of noncompliance will be accumulated for the day and rounded up to the next full hour to determine the amount to be deducted from the Daily Rate (for that day). If the equipment is noncompliant for part of a shift but becomes compliant during the same shift the Government has the option to return the equipment to work or release it for the remainder of the shift. If released the equipment will be considered in non-pay status from the time of noncompliance until the beginning of the next shift. If the Government returns the equipment to work during that same shift, all time worked in that shift shall count against the daily rate. For example, one hour worked during the beginning of the shift, plus three hours at the end of the same shift, for a total of 4 hours on the same shift, qualify the Contractor to receive the ½ Daily Rate minimum. The following exception applies:

Short Crew. At any time a Contractor is short one crew person of a three-person crew, (Types 3-5) the Government may engage the equipment or refuse to engage it. If the Government places the short crew/equipment on shift a 20% deduction in either the daily rate, or guarantee (whichever is applicable) will be made. If during a shift any one crewperson on a three-person engine becomes sick, or injured or is otherwise unable to work no deductions shall be made for that shift. No payment will be made for equipment when less than the NWCG minimum crew compliment is met.

F. INCIDENT INSPECTION.

- (1) The Government is not obligated to allow any equipment that cannot pass safety inspections on the site, and may elect to cancel any order the Contractor cannot fulfill because of non-compliance. If equipment does not pass inspection at the Incident the Resource is considered Noncompliant. The Contractor may be given 24 hrs to bring the equipment into compliance. If the contractor cannot bring the equipment into compliance the Government has the option to reject or use the equipment and no mob/demob fees will be paid. If the equipment is noncompliant due to the fault or negligence of the Government, the Government may elect to use or reject the equipment but mobilization/demobilization fees will be paid. If otherwise the Government elects to use noncompliant equipment:
 - a. No mobilization/ demobilization fee will be paid.
 - b. All other payment provisions apply.
- (2) If the equipment becomes noncompliant after inspection and acceptance and subsequent use by the Government, and cannot be repaired at the site of work by the Contractor or by the Government within 24 hrs, Contractor's equipment shall be released and mob/demob fees will be authorized.
- (3) Inspection time is considered on shift time.

G. INCIDENTAL ITEMS.

No additional payment will be made for costs associated with shift briefings, camp checkout, preparation/ maintenance, and invoice reconciliation. These costs are considered incidental and are to be incorporated in the unit price as bid on the schedule of items.

H. UNACCEPTABLE PERFORMANCE

The Government shall incur no obligation for payment for 1) unauthorized withdrawal of equipment, or 2) unacceptable performance or behavior.

I. REMAIN OVERNIGHT ALLOWANCE (RON).

When the Government cannot provide food, drink, and campsite, the Government shall pay a flat rate of \$65.00 per person, per day. Additionally, this allowance will be paid between incident assignments, and on demob, when an overnight stay is necessary. The Government will make a determination whether the RON is allowable. If travel necessary to reach the next assignment, or in demob to point of origin exceeds 10 hours in a 15 hour day, the RON shall be allowed.

J. LUNCHES.

The Government, during demobilization and/or reassignment, may provide lunches to the Contractor personnel without charging the Contractor.

K. **REST AND RECUPERATION** (R&R)

R&R is time on-order, during which the daily Guarantee is paid. When the government cannot provide food, drink, and necessary facilities the Government shall, in addition to the daily guarantee (1/2 the daily rate), pay a flat rate of \$65.00 per person, per day.

L. ORDER CANCELLATION

- (1) Order Cancellation Prior to Departure. If the Government cancels an order after CONFIRMATION with the Host Unit Dispatch Center, a cancellation fee of \$300 shall be paid. A resource order is CONFIRMED when agreement is made between Contractor and Government official that: 1) resources ordered are available; 2) there has been agreement as to the time to start working at incident or project site; AND 3) request number and project order number have been provided to the Contractor.
- (2) <u>Order Cancellation/In Route.</u> If the order is cancelled after the resource order has been confirmed, and the equipment is in route, the resource is considered mobilized. Refer to Mob/Demob clause above. The Remain Over Night Allowance applies.

M. **DEDUCTIONS**

The Contractor shall furnish all services, supervision, equipment, supplies, transportation, lodging and trained personnel necessary to meet these specifications. To insure continued safe, efficient service at the incident, the Government may issue accountable and durable property and consumable goods. The cost of all consumable goods will be deducted from payment to the Contractor. Upon completion of assignment at an incident all accountable and durable property shall be returned to the Government.

N. PAYMENT WILL BE MADE BY

See block 18(a) of the Contract Document (SF1449.)

O. METHOD OF PAYMENT

ELECTRONIC FUNDS TRANSFER. Payments by the Government under this contract may be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration.(5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

P. INVOICING PROCESS

(1) The ENGB Boss will carry copies of the contract with the resource order to the assigned incident.

- (2) After each operational period worked the Contractor will report time to the Finance/ Administration Section after being approved by an appropriate Agency official. The Emergency Equipment Shift Ticket (OF297) will be used to record hours worked.
- (3) The Finance/ Administration Section will post time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286).
- (4) The Finance Section Chief shall submit a LEGIBLE copy of the OF286 to the payment office specified on block 18(a) of the SF1449(contract document).
- (5) The original copy of the OF286 shall be surrendered to the Contractor upon release from the incident.
- (6) The Contractor must submit the OF286 Emergency Equipment Use invoice to the payment office or may elect to submit his/her own invoice, with the Optional Form 286 attached. In either case the OF286 must accompany the invoice.
- (7) For Project work, see Exhibit F.
- (8) When NCR's are released to return home, Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel, and RON allowances if applicable.

D.32 DEFINITIONS

AGENCY – See "Government".

AGENCY COOPERATOR - Tax based entities available through Cooperative Agreement to assist the USFS.

COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the National Crew and Engine Contracts.

CREW PERSON - Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

GOVERNMENT REPRESENTATIVE - Designated employee of the agencies listed under the definition of Government.

IPT - Iron Pipe Thread

LATERAL - a length of hose attached to a trunk line at an angle away

from parallel to the trunk line.

NH - National Hose Thread

NORMAL WEAR AND TEAR - For the purpose of this contract, the term "normal wear and tear" shall include, but not be limited to:

- Hose that bursts due to excessive pressure (PSI), old age, or deterioration of material during use.
- b. Brush scratches on the body of the vehicle.
- c. Punctures, tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- d. Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails and tailgate. Includes chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
- e. Clogged air filters and oil filters from dust.
- f. Damage to power train.

ON SHIFT -- Includes a) time the Contractor is actually working, b) time under the direction and control of the Government, including ordered standby and c) time in travel to and from the incident base to the fireline and return (not applicable to projects).

ON ORDER: Time beginning when the Contractor arrives at the incident, until released.

ORDERED STANDBY – Time when a resource is held, by direction or orders, in a specific location fully outfitted and ready for assignment.

OPERATIONAL PERIOD -- Equal to one shift, an operational period is assumed to be 12 hours in fire suppression mode, or 8 hours in project mode.

PRE-SUPPRESSION - Activities in advance of fire occurrence to ensure effective suppression action.

PROPERTY -

- a. Accountable Property. Items with a purchase price of \$5,000 (USDI) or \$1,000 (USDA) or more or items that the incident Agency considers sensitive (e.g., cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.
- b. Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- c. Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, plastic canteens, petroleum products, mole skin, aspirin, and vitamins). This property is not marked.

POINT OF ORIGINATION – Location as specified in the schedule of items, or other location agreed upon at the time of placing an order.

RESOURCE – Contractor engine - meaning a specific engine.

D.33 DOL Wage Determination No. 1995-0221, Rev. 5, 07/27/2000: Incorporated by reference. http://fsweb.wo.fs.fed.us/aqm/fire_aviation_information/wage_det_1995-0221_rev_5.doc

D.34 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS:

EXHIBIT A -- ENGINE CONTRACT, POSITIONS QUALIFICATION REQUIREMENTS

EXHIBIT B -- INSPECTION SCHEDULE.

Specific information as to where inspections will be scheduled, and information regarding the specific criteria we will evaluate will be provided with the letter of Notice of Intent to Award.

EXHIBIT C -- INSTRUCTOR QUALIFICATION REQUIREMENTS

EXHIBIT D -- HARASSMENT FREE WORKPLACE POLICY

EXHIBIT E -- PROJECT WORK - PAYMENTS

EXHIBIT A

ENGINE CONTRACT

POSITIONS QUALIFICATION REQUIREMENTS

I. Purpose:

The purpose of this exhibit is to define the qualifications a Contractor's employee must have before they can be certified in each Incident Command System (ICS) position required under this contract.

II. Scope:

The qualifications defined are for the ICS positions of Single Resource Boss- Engine (ENGB); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2).FFT1 **is not** a position required under the contract; however, it is included in the Task Book Administration because it is required in the progression of qualifications from FFT2 to ENGB.

III. Position Qualifications Standards:

A. SINGLE RESOURCE BOSS-ENGINE (ENGB)

1. REQUIRED TRAINING	Intermediate Fire Behavior (S-290)
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Crew Boss (S-230) (Recommended in Base Year) S-230 will be required to receive Option

Year Contracts

2. <u>SUGGESTED TRAINING</u> Basic ICS (I-200)

Firing Methods and Procedures (S-234)

Basic Air Operations (S-270)

3. EXPERIENCE Satisfactory performance as an Advanced

Firefighter/Squad Boss

AND

Satisfactory position performance, within the last five (5) years, as an Engine Boss on a wildfire incident.

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS ENGB
OTHER ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY
OF THAT CERTIFICATION*

Single Resource Boss (Dozer, Engine) Advanced Firefighter/Squad Boss

B. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

1. <u>REQUIRED TRAINING</u> Same as for Firefighter (FFT2)

2. <u>SUGGESTED TRAINING</u> Fire Supervision 2nd Edition (S-201)

Portable Pump and Water Use (S-211)

Power Saws (S-212)

^{*} A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

3. <u>EXPERIENCE</u> Satisfactory performance as

Firefighter (FFT2)

<u>AND</u>

Satisfactory position performance, within the past five (5) years, as an Advanced Firefighter/Squad

Boss, on a wildfire incident.

4. PHYSICAL FITNESS Arduous

5. <u>ONCE CERTIFIED AS FFT1</u> Firefighter (FFT2)

OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION*

C. FIREFIGHTER (FFT2)

1. <u>REQUIRED TRAINING</u> Firefighter Training (S-130)

Introduction to Fire Behavior (S-190)

2. SUGGESTED TRAINING Introduction to ICS (I-100)

3. <u>EXPERIENCE</u> None

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS FFT2 None (Only FFT2)
OTHER ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY
OF THAT CERTIFICATION*

D. ADDITIONAL REQUIREMENTS:

In addition to the above required training for ENGB, FFT1, and FFT2, **Contractor's** shall ensure the following training is conducted annually: Standard for Survival, and "Your Fire Shelter"

^{*} A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

INSTRUCTOR QUALIFICATION REQUIREMENTS

Unit Instructor: S-130 (1995), Firefighter Training; S-190, Introduction to

Wildland Fire Behavior (194); Your Fire Shelter (1995) (level 2)

Required Instructional Minimum required by the institution or association

Training:

Required Position FFT1

Qualification:

Required Experience Demonstrated ability to present a prepared lesson plan.

Satisfactory performance as an Advanced

Firefighter/Squad Boss (FFT1) on a minimum of three

wildfire incidents.

Lead Instructor: S-130 (1995), Firefighter Training, S-190, Introduction to (Level 1)

Wildland Fire Behavior (1994); Your Fire Shelter (1995)

Required Instructional Minimum required by the institution or association.

Training:

Required Position CRWB (18 person crew) or ENGB

Qualification

Required Experience Experience in presenting all units of S-130, S-190,

Standard for survival, and Your Fire Shelter.

Satisfactory performance as a CRWB or ENGB on a

minimum three wildfire incidents.

Unit Instructor: S-290. Intermediate Wildland Fire Behavior

(Level 2)

Training

Required Instructional To instruct Units 1, 6, 7, 8, or 12 – Minimum required by

> the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is

highly recommended.

Other Required Training: To instruct Units 2, 3, 4, 5, 9, 10, or 11 – S-490 or

equivalent. *

Required Position CRWB (18 person crew) or ENGB

Qualification:

Required Experience: Satisfactory performance as a Lead Instructor for S-130,

S-190, Standards for Survival, and Your Fire Shelter.

Exhibit C (continued)

Satisfactory performance as a CRWB or ENGB on a minimum of five Type III, II or I wildfire incidents.

* It is recommended that a Fire Weather Forecaster or Meteorologist be used as a Unit Instructor for Units 2, 3, 4, 5, and 9.

Lead Instructor:

(Level 1)

S-290, Intermediate Wildland Fire Behavior

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Other Required Training: S-490 or equivalent.

Required Position Qualification:

Task Force Leader or Strike Team Leader or Fire

Behavior analyst.

Required Experience

Satisfactory performance as a Unit Instructor for S-290,

Experience in presenting all units of S-290, **
Satisfactory performance as a Task Force Leader or
Strike Team Leader or Fire Behavior Analyst on a
minimum of five Type III, II or I wildfire incidents.

** If Units 2, 3, 4, 5, and 9 are being presented by a Fire Weather Forecaster or Meteorologist then the Lead Instructor need not have experience in presenting these units.

Course Administrator: I-100, Introduction to The Incident Command System

Required Instructional

Training:

Minimum required by the institution or association.

Other Required Training: I-100 or old I-220.

Required Position Single Resource Boss (Crew, Engine, Dozer, etc.) or other

ICS Manager level position.

Qualification:

Required Experience: Satisfactory performance as a Single Resource Boss

(CRWB, ENGB, FELB, DOZB) or other ICS Manager

level position

Unit Instructor: (Level 2)

I-200, Basic Incident Command System

(continued)

Required Instructional

Training:

Minimum required by the institution or association.

Completion of the 32 hour Facilitative Instructor Course

(M-410) or equivalent is highly recommended.

Other Required Training: I-200 or old I-220.

Required Position CRWB (18 person crew) or ENGB or other

Qualification: ICS Manager level position.

Required Experience: Demonstrated ability to present a prepared lesson plan.

Very familiar with the content of modules 2-6.

Satisfactory performance as a CRWB or ENGB or other ICS Manager level position on a minimum of three Type III,

II or I wildfire incidents.

Lead Instructor:

(Level 1)

I-200, Basic Incident Command System

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Required Position

Qualification:

Task Force Leader or Strike Team Leader or other ICS
Unit Leader level position in either the Planning or Logistics

Sections.

Required Experience: Experience in presenting all modules 2-6 of the I-200

curriculum.

Satisfactory performance as a Task Force Leader or Strike

Team Leader or other ICS Unit Leader level position in either the Planning or Logistics Sections on a minimum of

five Type III, II or I wildfire incidents.

Unit Instructor:

(Level 2)

S-200, Initial Attack Incident Commander

Required Instructional

Training:

Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor Course

(M-410) or equivalent is highly recommended.

Required Position

Type 4 Incident Commander

(continued)

Qualification:

Required Experience: Satisfactory performance as a Lead Instructor for 100-level

skill or ICS courses.

Lead Instructor:

(Level 1)

I-200, Initial attack Incident Commander

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Required Position

Qualification:

Type 3 Incident Commander.

Required Experience: Experience in presenting all units of S-200.

Satisfactory performance as an ICT3 on a minimum of three

wildfire incidents.

Unit Instructor:

(Level 2)

I-205, Fire Operations in the Urban Interface

Required Instructional

Training:

Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor Course

(M-410) or equivalent is highly recommended.

Required Position

Qualification:

Type 4 Incident Commander or Company Officer.

Other Requirements: The selected cadre unit must include representatives from

both structure and wildland firefighting disciplines.

Required Experience: Satisfactory performance as a Lead Instructor for 100-level

skill or ICS courses.

Satisfactory performance as an ICT4 or Company Officer on a minimum of three urban interface incidents and who is knowledgeable in the types of interface fire problems that

are typically encountered by the trainee target group.

(continued)

Lead Instructor:

(Level 1)

I-205, Fire Operations in the Urban Interface

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Required Position

Qualification:

Type 3 Incident Commander or Div./Gp. Supv (wildfire) or

Company Commander (structural).

Required Experience: Experience as a Unit Instructor in presenting all units of

S-205.

Satisfactory performance as an ICT3 or DIVS or Company Commander on a minimum of three urban interface incidents and who is knowledgeable in the types of interface fire problems that are typically encountered by the trainee

target group.

Unit Instructor:

(Level 2)

I-211, Portable Pumps & Water Use; S-212, Power Saws

Required Instructional

Training:

Minimum required by the institution or association.

Completion of the 32 hour Facilitative Instructor Course

(M-410) or equivalent is highly recommended.

Required Position

Qualification:

CRWB (18 person crew) or ENGB (FELB ok for S-212)

Required Experience: Satisfactory performance as a Lead Instructor for 100-level

skill or ICS courses.

Satisfactory performance as a CRWB or ENGB on a minimum of three Type III, II or I wildfire incidents.

Lead Instructor:

(Level 1)

I-211, Portable Pumps & Water Use; S-212, Power Saws

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Required Position

Qualification:

CRWB (18 person crew) or ENGB (FELB ok for S-212)

Required Experience: Experience as a Unit Instructor in presenting all units of the

(continued)

course being presented (S-211, S-212).

Satisfactory performance as a CRWB, ENGB, or FELB on

a minimum of three wildfire incidents.

Unit Instructor:

(Level 2)

I-230, Single Resource Boss - Crew

Required Instructional Minimum required by the institution or association.

Training: Completion of the 32 hour Facilitative Instructor Course

(M-410) or equivalent is highly recommended.

Required Position

Qualification:

CRWB (18 person crew)

Required Experience: Satisfactory performance as a Lead Instructor for 100-level

skill or ICS courses.

Satisfactory performance as a CRWB on a minimum of

three Type III, II or I wildfire incidents.

Lead Instructor:

(Level 1)

I-230, Single Resource Boss - Crew

Required Instructional

Training:

Completion of the 32 hour Facilitative Instructor course

(M-410) or equivalent.

Required Position

Qualification:

Task Force Leader or Strike Team Leader.

Required Experience: Experience as a Unit Intructor in presenting all units of

S-230.

Satisfactory performance as a Task Force Leader or Strike Team Leader on a minimum of three wildfire incidents.

EXHIBIT D

HARASSMENT FREE WORKPLACE POLICY

The following policy is internal to employees within the Service and is a very good representation of the prevailing attitude towards "harassment". This contract does not attempt to define the subjective nature of what is considered "objectionable", "offensive", or "demeaning", nor is it the intention of the Contracting Officer to police the camp, or fireline for "sexual harassers"; never the less, you are served notice that courtesy in our interactions between the sexes, races, cultures etc. is our paramount concern. Show respect, a little courtesy goes a long way.

<u>POLICY</u>: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Mangers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

<u>LOCATIONS COVERED</u>: The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

<u>WHAT HARASSMENT IS</u>: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

Tell the harasser to stop the offensive conduct; and/or

Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

PENALTIES: Any employee who engages in harassment will face consequences ranging from verbal warnings and letters of reprimand, up to and including termination from employment. Managers and supervisors who do not take action when they know or suspect that harassment is occurring will face the same range of consequences. Contractor staff who engage in harassment may be subject to comparable penalties from their employers, and a contractor who fails to enforce this policy may have its contract terminated. Visitors who harass may be removed from any workplace and prevented from returning.

(End of policy)

EXHIBIT E

PROJECT WORK:

- 1. PLACEMENT OF PROJECT WORK ORDERS Project work may be performed at any time within or outside the Mandatory Availability Period for any Agency allowed to utilize services under this contract (see D.1). Therefore the following shall apply at all times in the contract period.
 - Resources performing project work shall be under the express control of the entity responsible for the effort.
 - Reassignment to fire suppression is allowable at the discretion of the entity controlling the project effort.
 - Any office of any Agency provided for under this contract (See D.1) may request contract services through the NCR's assigned Host Unit Dispatch Center under this contract at anytime during the contract period.
 - Within the Mandatory Availability Period the National Contract Resource (NCR) is not required to accept orders for projects.
 - Since each project is unique having its own statement of work, etc. specific terms for each project may also be negotiated, however, the Project (Daily) Rate is firm. Any unique terms shall be included on a contract modification form, signed by a government Agent with proper procurement authority for such change.

2. PROJECT PAYMENTS CLAUSE

This Clause applies to <u>Project Work Only</u>. (See D.31 for the Payments Clause)

IMPORTANT TERMS:

On Shift: Includes: a) time the Contractor is actually working, and b) time under the direction and control of the Government, including ordered standby.

On Order: Time beginning when the Contractor arrives at the Project, until released.

- A. BASIS OF PAYMENT The Project daily rate in the schedule shall be based on an eight-hour shift. Daily Equipment Rental Rates shall be divisible by 8.
- B. **RATES OF PAYMENTS** Rate of payment for equipment hired with operator(s) includes all operator(s) expenses. Payment shall be at rates specified for Project Work in the schedule of items.
- C. **DAILY RATE** For each calendar day the resource is on shift the government shall pay as follows:
 - i. Less than four (4) hours: One-half the daily rate.
 - ii. Four (4) to eight hours: The daily rate.

iii. Greater than eight (8) hours: The daily rate plus one-eighth (1/8th) the daily rate for each hour the equipment is on shift in excess of 8 hours.

Guarantee: For each calendar day the resource is on order, but works no part of a shift the Government shall pay one-half the daily rate.

D. MOBILIZATION/DEMOBILIZATION (mob/demob):

Mob/Demob fees when travel from the point of origination to the project is greater than 50 miles (one way) are authorized. For computation purposes the rate of travel is calculated at 50 miles per hour on all roads. This fee shall be calculated as On-Shift time according to the Daily Rate Clause.

E. NONCOMPLIANCE

During any operational period when equipment is in a noncompliant status payments will not accumulate. When the equipment is in a noncompliant status, the Daily Rate will be deduced by 1/8th for each hour or portion thereof. Periods of noncompliance will be accumulated for the day and rounded up to the next full hour to determine the amount to be deducted from the Daily Rate (for that day). If the equipment is noncompliant for part of a shift but becomes compliant during the same shift the Government has the option to return the equipment to work or release it for the remainder of the shift. If released the equipment will be considered in non-pay status from the time of noncompliance until the beginning of the next shift. If the Government returns the equipment to work during that same shift, all time worked in that shift shall count against the daily rate. For example, one hour worked during the beginning of the shift, plus three hours at the end of the same shift, for a total of 4 hours on the same shift, qualify the Contractor to receive the ½ Daily Rate minimum. The following exception applies:

<u>Short Crew.</u> At any time a Contractor is short one crewperson of a three-person crew, (Types 3-5) the Government may use the equipment or refuse to use it. If the Government places the short crew/equipment on shift a 20% deduction in either the <u>daily rate</u>, or <u>guarantee</u> (whichever is applicable) will be made. If during a shift any one crewperson on a three-person engine becomes sick, or injured or is otherwise unable to work no deductions shall be made for that shift. No payment will be made for equipment when less than the NWCG minimum crew compliment is met

F. INCIDENT INSPECTION.

(1) The Government is not obligated to allow any equipment that cannot pass safety inspections on the site, and may elect to cancel any order the Contractor cannot fulfill because of non-compliance. If equipment does not pass inspection at the Incident the Resource is considered Noncompliant. The Contractor may be given 24 hrs to bring the equipment into compliance. If the contractor cannot bring the equipment into compliance the Government has the option to reject or use the equipment and no mob/demob fees will be paid. If the equipment is noncompliant due to the fault or negligence of the Government, the Government may elect to use

or reject the equipment but mobilization/demobilization fees will be paid. If otherwise the Government elects to use noncompliant equipment:

- a. No mobilization/ demobilization fee will be paid.
- b. Daily rate applies.
- (2) If the equipment becomes noncompliant after inspection and acceptance and subsequent use by the Government, and cannot be repaired at the site of work by the Contractor or by the Government within 24 hrs, Contractor's equipment shall be released and mob/demob fees will be authorized.
- (3) Inspection time is considered on shift time.

G. INCIDENTAL ITEMS.

No additional payment will be made for costs associated with shift briefings, camp checkout, preparation/ maintenance, and invoice reconciliation. These costs are considered incidental and are to be incorporated in the unit price as bid on the schedule of items.

H. UNACCEPTABLE PERFORMANCE

The Government shall incur no obligation for payment for 1) unauthorized withdrawal of equipment, or 2) unacceptable performance or behavior.

I. REMAIN OVERNIGHT ALLOWANCE (RON).

The Government will make a determination whether the RON is allowable. At no time is the Government responsible for providing lodging, or meals. When the project is 50 miles or greater from the Contractor's point of origin, or if travel time to reach the project exceeds 10 hours in a 15-hour day, the RON shall be allowed. Also, when the Government determines that the cost of commuting (i.e. the difference in mob/demob fees) would exceed Ron, the Government may either provide a campsite, or the Government shall pay a flat rate of \$65.00 per person, per night.

J. ORDER CANCELLATION -

- (1) Cancellation Prior To Departure. If the Government cancels an order after CONFIRMATION with the Host Unit Dispatch Center, a cancellation fee of \$300 shall be paid. A resource order is CONFIRMED when agreement is made between Contractor and Government official that: 1) resources ordered are available; 2) there has been agreement as to the time to start working at project site; AND 3) request number and project order number have been provided to the Contractor.
- (2) Order Cancellation/in Route If the order is cancelled after the resource order has been confirmed, and the equipment is in route, the resource is considered mobilized. Refer to Mob/Demob clause. The Remain Over Night Allowances apply.

K. DEDUCTIONS.

The Contractor shall furnish all services, supervision, equipment, supplies, transportation, lodging and trained personnel necessary to meet these specifications. To insure continued safe, efficient service at the incident, the Government may issue accountable and durable property and consumable goods. The cost of all consumable goods will be deducted from payment to the Contractor. Upon completion of assignment at an incident all accountable and durable property shall be returned to the Government.

The Government, at its discretion during demobilization and/or reassignment, may provide lunches to the Contractor personnel without charging the Contractor.

L REST AND RECUPERATION (R&R)

R&R is not allowable; rather, the Contractor shall be demobilized.

M. PAYMENT WILL BE MADE BY

See block 18(a) of the Contract Document (SF1449.)

N. **METHOD OF PAYMENT**

ELECTRONIC FUNDS TRANSFER. Payments by the Government under this contract may be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration.(5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer

O. INVOICING PROCESS

- (1) The ENGB Boss will carry copies of the contract with the resource order to the assigned incident.
- (2) After each operational period worked the Contractor will report time to the Finance/ Administration Section after being approved by an appropriate Agency official. The Emergency Equipment Shift Ticket (OF297) will be used to record hours worked.
- (3) The Finance/ Administration Section will post time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286).
- (4) The Finance Section Chief shall submit a LEGIBLE copy of the OF286 to the payment office specified on block 18(a) of the SF 1449 (contract document).
- (5) The original copy of the OF286 shall be surrendered to the Contractor upon release from the incident.

EXHIBIT F (Amendment no. 01)

NATIONAL WILDFIRE COORDINATING GROUP

EQUIPPING FIRE APPARATUS FOR USE IN THE WILDLAND/URBAN INTERFACE

1. SCOPE

1.1 <u>Scope</u>. This document identifies equipment and appliances, as well as training for personnel, for safe and effective cooperative operations of wildland and structural apparatus in the wildland/urban interface environment.

2. PUBLICATIONS

2.1 Publications.

NWCG Publication

The following are reference documents:

S-130 - Firefighter Training

S-190 - Introduction to Wildland Fire Behavior

I-200 - Basic ICS

S-205 - Fire Operations in the Urban Interface

S-212 - Wildfire Power saws

310-1 - NWCG Training and Qualifications System

410-1 - Fireline Handbook

416 - Standards for Survival

NWCG Training Publications and Full Courses are available from the National Interagency Fire Center, Great Basin Cache Supply Office, 3833 S. Development Ave., Boise, ID 83705. For a Catalog order NFES #3362.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1901 - Fire Apparatus

1906 - Wildland Fire Apparatus

1963 - Fire Hose Connections

1971 - Protective Clothing for Structural Firefighting

1977 - Protective Clothing and Equipment for Wildland Fire Fighting

NFPA documents are available from NFPA, One Batterymarch Park, PO Box 9101, Quincy, MA 02269-9101.

- 2.2 <u>Order of precedence</u>. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supercedes applicable laws and regulations unless a specific exemption has been obtained.
- 2.3 Paragraphs with an asterisk (*) have explanatory information in section 4.

3. REQUIREMENTS

3.1 <u>Engine classification</u>. The NWCG Fireline Handbook, 410-1 has a classification system that types structure and wildland fire engines as well as water tenders

3.2 Vehicle.

3.2.1 <u>General</u>. All fire apparatus shall conform to the laws and regulations of the United States and the authority having jurisdiction. Fire apparatus should conform to the applicable NFPA (1901 and 1906) purchasing and operations standards and NWCG member agency requirements. All vehicles should be reviewed periodically to evaluate their status in comparison to the updates in vehicle regulations and standards, and modifications made as necessary.

3.2.2 Safety. As a minimum the fire apparatus is required to have the following:

Baffled water tank.

Seatbelts for all personnel.

In addition, it is recommended that the apparatus have the following:

Enclosed cab.

Backup alarm.

DOT emergency kit with reflective triangles, flares, fire extinguisher.

First aid kit

No equipment in cab or all secured.

Mirrors on both sides usable by driver.

Spare tire.

At least one scene work light.

360° reflective markings.

Pull points clearly marked.

- 3.2.2.1* <u>Emergency vehicles</u>. Fire apparatus requesting right-of-way on public roads shall be equipped with state compliant emergency warning lights and audible warning devices.
- 3.2.3* <u>GVWR</u>. The vehicle shall not be operated above the manufacturer's gross vehicle weight rating (GVWR) fully loaded, including fuel, water, personnel, and equipment.
- 3.2.4* <u>Ground clearance</u>. Due to the road conditions found in interface situations, it is recommended that only vehicles with high ground clearance and steep approach and departure angles be utilized. It is recommended that vehicles have a minimum approach/departure angles of 20°, a minimum axle clearance of 8", and a minimum ground clearance of 12".
- 3.3* Equipment. In order to be more effective and enable various vehicles to work together, fire apparatus being utilized in an interface fire should consider carrying the following equipment, as part of their normal complement of tools:

2-1/2" NH x 1-1/2" NH (female-male) hydrant adapter.

2" NPSH x 1-1/2" NH (female-male) adapter.

1-1/2" NH x 1-1/2" NH double female.

1-1/2" NH x 1-1/2" NH double male.

1-1/2" NH x 1" NPSH (female-male) reducer.

1" NPSH x 1-1/2" NH (female-male) increaser.

1" NH x 1" NPSH (female-male) thread adapter.

1" NPSH x 1" NH (female-male) thread adapter.

1-1/2" NH x 1-1/2" NH x 1-1/2" NH gated wye.

Hydrant wrench, adjustable.

1-1/2" -2-1/2" Spanner wrench with gas shut-off slots.

Bolt cutters (18" minimum).

Wildland hand tool per crew member .

Class "A" foam capable

Hose clamp for 1 " and 1-1/2" hose.

1-1/2" nozzle to fit 1-1/2" hose.

Draft hose.

Strainer/foot valve for draft hose.

Chainsaw, kit & fuel.

Hose and ladder requirements should be based on current NWCG Engine Typing.

3.4* Personal protective equipment (PPE). All firefighters shall be equipped with personal protective clothing that meets the performance characteristics of NFPA 1977. This includes a fire resistant shirt and pants or coveralls, helmet, eye protection, heavy-duty leather gloves, 8" tall laceup leather boots, and a fire shelter for each person. Wildland firefighting may involve long periods away from the apparatus and it is recommended that each person have a backpack for personal equipment and at least 2 quarts of drinking water.

- 3.5 <u>Communications</u>. At an interface incident, communications is critical for coordinating multiple agency response, as well as the safety of all personnel. It is recommended that as a minimum, each apparatus be equipped with a two-way radio with local mutual aid frequencies. The FCC has set aside the following frequencies as national Fire Mutual Aid frequencies: 154.265 (red), 154.280 (white), and 154.295 (blue).
- 3.6 <u>Training</u>. NWCG offers numerous training course on wildland operations, see the NWCG course catalog for more details. Refer to 310-1, NWCG Training and Qualification System or equivalent.
- 3.7 <u>Staffing</u>. The Engine Typing Standard in 410-1, NWCG Fireline Handbook identifies minimum staffing standards for each engine type.

4. NOTES

This document is intended to provide an equipment guide to federal, state, local and private firefighting organizations. This allows for effective integration of all fire suppression resources.

- A3.2.3. NFPA 1906 (1995 revision, paragraph A-3-2.1) recommends operating vehicles at less than the GVWR when intended for off-road use. Operating fully loaded engines off-road adversely impacts handling and braking, increases maintenance, and shortens the life of the vehicle.
- A3.2.4 Incidents have occurred where vehicles with low-ground clearance have become highcentered while attempting to traverse unimproved roads. This occurrence can block access and exit of others.
- A3.3 The equipment listed in 3.3 is primarily intended so that wildland and structure apparatus can physically connect to each other and support each other in interface operations. NFPA 1963 is the national standard for fire hose threads and connections, which use the designation "NH". Numerous other thread forms can be found throughout the country, the next most common is the national pipe thread, designated "NPSH". If the area from which the vehicle works commonly uses thread forms other than NH, it is recommended that thread adapters be carried, IN ADDITION to the ones listed by this document, to allow connection to NH threads. For example, the federal wildland firefighting agencies have standardized with NH thread except for 1" connections, which are commonly NPSH connections.
- A3.4 An interface fire is a wildland fire in an area that has houses and other man-made structures intermixed with wildland fuels. Wildland firefighting often involves extended operation in elevated temperatures that make structural bunker gear impractical. The PPE described by NFPA 1977 was specifically designed for wildland firefighting. NWCG Publications Catalog, NFES 3362, lists other available firefighter safety publications.

Engine and Water Tender Resource Types Minimum Requirements

Engine Types

TABLE F.1

	20000						
0.000	STRUCTUF	STRUCTURE ENGINES		M	WILDLAND ENGINES	ES	
Components		2	က	4	5	9	
Pump Rating							
minimum flow (gpm)	1000+	250+	150	90	8	90	10
at rated pressure (psi)	150	150	250	100	100	100	100
Tank Capacity Range (gal)	400+	400+	-00S	760+	400-750	150-400	90-200
Hose (feet)					30		
2.1/2 Frich	1200	1000	•	•	•	ï	r
1.1/2 inch	400	200	200	300	300	300	٠
1 inch			500	300	300	300	200
Ladders	48	48,	-	1	1	1	r
Master Stream (GPM)	200		•	•	•	e	•
Personnel (minimum)	4	ო	2	2	2	7	2
Contract Minimums	N/A	N/A	3	က	က	2	N/A

Common additional needs. Request as needed. All wheel drive

Pump & Roll

High pressure pump (minimum 40 gpm @ 250 psl)

Class A Foam Proportioner

Compressed air foam system (CAFS) with minimum 40 cfm compressor.

Additional personnel

Water Tender Types

		Water Tender Types	es
Components	1	2	3
Tank Capacity (gallons)	+000€	2500+	1000+
Pump Capacity (GPM)*	300+	200+	200+
Off Load Capacity (GPM)	300±	200+	200÷
Max. Refill Time (minutes)	30	50	15
 Portable pump acceptable. 	No.		x